

POLICY AGREEMENT FOR PARTICIPATION IN THE NAVAL POTENTIAL CONTRACTOR PROGRAM

NPCP Agreement No. _____

Prior to obtaining information or material in connection with the Naval Potential Contractor Program (NPCP), the following policy must be clearly understood by the individual signing this agreement for his organization.

POLICY

1. The Naval sponsoring activity will furnish the NPCP agreement participating organization (NPCP-APO) with or provide access to certain information or material, hereafter called documents, under the following conditions:

- a. Documents furnished are to remain the property of the United States Government.
- b. Documents are subject to recall by the Naval sponsoring activity at any time.
- c. Documents provided by the Naval sponsoring activity; the Navy Acquisition, Research and Development Information Center (NARDIC), and the Defense Technical Information Center (DTIC) through this program are to be disposed of in accordance with the provisions of DoD 5220.22-M, the National Industrial Security Program Operating Manual.
- d. The documents are not to be reproduced or disseminated outside of the recipient NPCP-APO without the written permission of the Naval sponsoring activity.
- e. The NPCP-APO must safeguard all classified documents, providing and maintaining a system of security controls within its organization in accordance with: (1) the requirements of the DD FORM 254, DoD Contract Security Classification Specification, (2) DoD 5220.22-M, the National Industrial Security Program Operating Manual, and (3) any revisions of the manual required by the demands of national security as determined by the United States Government. Insofar as the provisions of the manual are concerned, the terms "Contracting Officer or his authorized representative" will mean the Naval representative authorized to release or to sponsor the release of documents.
- f. The documents are furnished for information and general guidance only; they are not to be construed as a request for proposal, or as a commitment by the government to issue a contract, or as authority for the NPCP-APO to incur expenses in anticipation of a government contract; nor are they to be used as the basis of a claim against the government. The furnishing of these documents by the government is not to be construed to obligate the NPCP-APO to furnish to the United States Government any experimental, developmental, research, or production articles, services, or proposals.
- g. Information provided to DoD activities by the NPCP-APO under this program will not be protected unless it is submitted under the Freedom of Information Act (5 U.S.C., §552[b] [3] and [4] and in accordance with appropriate Defense Federal Acquisition Regulations, and Departmental and Command Regulations. Before information is submitted, advice should be obtained as to how to protect the information.
- h. All correspondence relating to this program shall refer to the Naval Potential Contractor Program agreement number.

2. It is further agreed that either the NPCP-APO or the Naval sponsoring activity may terminate this agreement by giving the other party written notice of intent-to-terminate 30 days prior to the effective date of termination; otherwise, this agreement will remain in effect for a maximum of 3 years from the date signed by the Naval sponsoring activity. In the event of termination or expiration, the NPCP-APO shall continue to be bound by the requirements herein with respect to information or material furnished pursuant to this policy agreement.

AGREEMENT

I hereby agree to comply with the Naval Potential Contractor Program policy requirements stated on the front of this form.

I certify that I am (*check appropriate box*):

- ☐ Sole owner of the organization identified below.
- ☐ A member of the partnership organization identified below and have full authority to bind said organization with respect to this agreement.
- ☐ An authorized representative of the organization identified below and have full authority to bind said organization with respect to this agreement.

I also certify that:

a. Information and technical supporting data supplied herewith is correct and that neither the applicant nor any person in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from bidding for furnishing materials, supplies or services to the Government or any agency thereof.

b. This organization has a capability to perform research and development functions in the technical fields of interest indicated on the accompanying DD FORM 1540, "Registration for Scientific and Technical Information Services."

c. This Naval sponsorship of access to documentation services will be used only when documents are required to pursue R&D toward Naval goals. It is further understood that the primary route to these documentation services is through the registration of pertinent Naval contracts.

NAME OF ORGANIZATION AND MAILING ADDRESS		NPCP SPONSORING ACTIVITY AND ADDRESS	
SIGNATURE OF SENIOR OFFICIAL DATE		SIGNATURE OF NPCP MANAGER DATE	
TYPED NAME AND TITLE		TYPED NAME AND TITLE	

CERTIFICATE

NOTE: When a corporation is a party hereto, this certificate must be executed by a corporate officer other than the official who signed the above agreement on behalf of the corporation.

I, _____ certify that I am _____ of the corporation that _____, who signed this agreement on behalf of the Corporation, was then _____ of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

Signature